

McBoy Seal

Kentucky

"True to his charge—he comes, the Herald of a noisy world; News from all nations, lumbering at his back."

D. BRADFORD, Editor.

PRINTED EVERY THURSDAY,
BY J. C. NOBLE & J. DUNLOP,
No. 6 & 7, Hunt's Row, Water Street.

FOR DANIEL BRADFORD,
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Publishing Office, Main Street, a few doors below Brennan's Hotel.

TERMS.
SUBSCRIPTION.—For one year, in advance, \$2 50; if not paid within six months, \$3 00, and if not paid within the year, \$3 50.

No paper will be discontinued until all arrears are paid, unless at the option of the Editor.

Letters sent by mail to the Editor, must be post paid, or they will not be taken out of the Office.

ADVERTISING.—One square of 14 lines, or less, 3 times, \$1 50; 3 months, \$4; 6 months, \$7 50; 12 months, \$15. Longer times in proportion.

UPHOLSTERING, FURNITURE & CHAIRS.



In addition to my large and splendid Stock of FURNITURE and CHAIRS, I have engaged the services of an Upholsterer from London, who is capable of doing every description of UPHOLSTERING, on the most modern and approved style. Such as Drapery, Curtains, Cutting and laying down Carpets, Paper Hanging, Trimming Pews, &c.; MATTRESSES of every description kept on hand and made to order at my Furniture Establishment, Limestone street, second door above the Jail, where any person wanting any description of Upholstering done, can see drawings and designs, from which they can select any style they wish, and it will be attended to promptly, and done in a style inferior to none in the United States.

JAMES MARCH.

Lexington, Nov. 10, 1837 48-4f

NEW GOODS.

OREAR & BERKLEY,
(No. 37, Main-Street.)

ARE now receiving and opening an extensive and well selected assortment of BRITISH, FRENCH, INDIA AND AMERICAN

MERCHANDIZE.

Their Goods were selected with great care in the Eastern Markets, and comprise all the variety of STAPLE AND FANCY GOODS, viz.—

Cloths, Cassinies and Cassinets; French, British and American Prints; Brown and Bleached Cotton; Flannels and Blankets; Muslin De Lains, in great variety; Large Stock of Ribbons and Bonnets; Fine and Coarse SHOES and BOOTS, for Gentlemen; Scotch, Ingrain and Kidderminster CARPETS; also, Stair and Passage Carpets; QUEENSWARE, GLASSWARE and GROCERIES.

Lexington, Nov 29, 1838—48-2m

NEW GOODS.

RAINEY & FERGUSON,
(No. 25, Main-Street.)

AVE just received an extensive and well assorted stock of BRITISH, FRENCH, INDIA AND AMERICAN

DRY GOODS,

ADAPTED TO THE PRESENT SEASON.

Their Goods were selected with great care in the Philadelphia and New York markets, and comprise nearly every article in the Staple and Fancy line, viz:

Broad Cloths, Cassinies, Cassinets, Prints, British and American Cottons, Flannels, Blankets, &c. &c.

Silks of the latest styles—Worsted Goods of all kinds for Ladies' and Gentlemen's wear; Mousseline de Lanes, &c. &c.

Also, a large lot of Scotch, Ingrain and Kidderminster CARPETS.

Lexington, Nov. 15, 1838—46-2m



VALUABLE CITY PROPERTY.

I WISH to sell the House and Lot wherein I now reside, at the corner of High and Main cross street, also the saddler's shop on Main cross street, and the House and Lot opposite the residence of John Peck, on which is a pump of never failing water. It is deemed unnecessary to be particular in the description as those who may wish to purchase, would of course desire to examine for themselves.

The property is unencumbered, and a perfect title will be made the purchaser. For terms apply to

FRANCIS KRICKEL.

All indebted to me are requested to come forward and pay their accounts, and those who may have claims upon me, are desired to call and receive their dues as I am about to remove from the state.

FRANCIS KRICKEL.

ALSO, FOR SALE—Two or three hundred HORSE COLLARS, WAGON HARNESS, WHIPS, &c. &c. every kind, as I am determined to leave the state.

Lexington, Oct. 11, 1838 41-1f

SHELL COMBS REPAIRED.

THE Subscriber respectfully informs his friends and the public generally, that he has removed his Shop from the house of J. Bunnell, to the Corner of Mill and Short Streets, opposite the Post-Office, where ladies can have their COMBS repaired in the neatest manner.

J. S. VANPELT.

Lexington, June 25, 1838 26-1f

Strayed or Stolen,

FROM Lewis' Pet's lot in Lexington, on Tuesday the 25th December, a DARK GRAY HORSE, between 14 and 15 hands high, about five years old. He has some white on his withers, white spots on his belly, and a long thin tail with a little white on the end of it. The tail, however, might have been clipped by the thief, if stolen. I will give Thirty Dollars for the Horse and thief, or pay all reasonable charges for the Horse alone, if delivered to me in Jessamine county, three miles from the mouth of Hickman, on the Turnpike Road.

SAMUEL KNOCK.

January 3, 1839 1-11

A CARD.

FRANKLIN THORPE, (Clock and Watch-Maker and Jeweler,) respectfully informs the citizens of Lexington and vicinity, that he will attend to the repairing of Clocks and Watches of every description; MUSICAL BOXES, ACCORDIONS and JEWELRY. ENGRAVING done. From his experience in the business, he does not doubt but that he will please those who may give him a call. As it is his intention of making his city residence, he wishes a share of public patronage. Shop on Main street, No. 27, next door to J. B. Johnson's Saddler's Shop.

N. B. An assortment of JEWELEY for sale. Lexington, June 23, 1838 30-3

Groceries, Wines and Liquors.

THE undersigned having taken for a term of years, the Stores formerly occupied by CRUTCHFIELD & TILFORD, at the corner of Main and Mill Streets, would respectfully inform his friends and the public generally, that in addition to his stock on hand—amongst which are some choice WINES AND LIQUORS, he is daily expecting additional supplies, which will make his STOCK as complete and desirable as any in the city.

He has made and is making arrangements to keep a constant supply of Goods in his line, which he will offer for sale at the lowest market price, WHOLESALE and RETAIL, in lots to suit purchasers.

He is prepared to do a General COMMISSION and FORWARDING BUSINESS. Goods consigned to his care will be disposed of in conformity to instructions, with as little delay as practicable. The usual facilities will be afforded on all goods consigned to him for sale, and his best efforts to effect sale of the same.

To the former patrons of the house he tenders his sincere thanks, and hopes by a strict diligence for their interest, to merit and receive a continuance of their patronage.

BEN. F. CRUTCHFIELD.

Lexington, Dec. 16, 1837 51-1f

FEMALE CORDIAL OF HEALTH.

THIS invaluable preparation is a medicated Wine, pleasant to the taste, grateful to the stomach, and eminently tonic in its effects. But its highest and best quality is in its specific and curative effects on female weakness.

Very many of the wives and mothers among us are condemned to untold sufferings, by diseases arising from local and general debility; and because they find no relief from the strengthening remedies in common use, they are too often given up by the Faculty as incurable. Weaknesses, as well as the pains in the back and limbs, with which such females are afflicted, will all yield to the sovereign and infallible effects of this CORDIAL OF HEALTH. And for the weaknesses consequent upon the obstructions and irregularities to which unmarried and young females are subject, there can be no remedy in the whole Materia Medica, which combines such innocent and curative virtues.

Prepared by Edward Prentiss, sole proprietor, and sold by Daniel Bradford, at the Office of the Kentucky Gazette, Lexington.

Marble Factory, North Upper Street, Corner of Short Street.

RESPECTFULLY informs the citizens of Lexington and the public generally, that he has now on hand, and will continue to have a general assortment of every article in his line of business, viz—

Monuments, Tombs, Head and Foot Stones; Door Sills and Steps; Window Sills and Heads; Paint Stones and Candy Musters; Stones for Saddlers; Imposting Stones for Printers; Marble frames for Fire Places; Mortars and Candy Tables for Confectioners; Milk, Pump and Water Spout Troughs, &c. &c.

All of which he expects to sell cheaper than any establishment in the West. The work will be warranted of the best materials, and executed in the best manner. Plans can be furnished of ancient and modern monuments, European and American.

I flatter myself, that, having a stock of work on hand superior to any in the state, and my prices more reasonable, that if any person wanting any of the above articles would call at my shop and judge for themselves, it would be to insure my success.

P. DOYLE.

N. B. Having an unusual large stock of Marble on hand, I propose selling 10 percent. cheaper than any other shop in the West, that works the same materials.

Old Stone Work repaired and cleaned, if brought to my shop.

P. D.

Lexington, October 25, 1838 44-3m—Obs.

September 20, 1838.

THE undersigned very respectfully informs his friends and the public generally, that he has purchased the ENTIRE STOCK of GROCERIES of M. B. MORRISON. At the same stand he will always keep a fresh and good assortment of FAMILY GROCERIES. He has on hand at present, a large quantity of SUGAR, COFFEE, TEA, LIQUORS, &c. which will be sold at the lowest market prices.

N. B. I wish to sell my DRUG and CHEMICAL STORE, on Cheapside. The Stock is worth between 3 and \$4,000. Any person that wants an establishment of the kind, will do well to apply early, as I will give a bargain, and make the payments easy.

S. C. TROTTER.

Lexington, Sept. 20, 1838 38-1f

DR. CROSS

HAVING permanently settled himself in Lexington, offers his professional services to its citizens and the farmers in its vicinity. Office on Short-Street, opposite the Courthouse, next door to Gen. Combs' office.

July 19, 1837 22-1f

GOELICKES

ATTORNEYS at Law and Barristers, will, in future, practice in association. Their Office is on Main-Street, between Frazer's corner and Brennan's Hotel.

Lex., April 19, 1838 16-1f

JABEZ BEACH,

AT his Coach Repository, has now on hand a COACH equal to any in the State, and four very fine COACHEES, CHAR-ROTEES, BAROUCHES and BUGGIES, all of the first quality, manufactured at New-Ark, New-Jersey, which will be sold on the lowest terms.

Any person wishing a Carriage of any description, can by giving an order, have the same forwarded from the manufacturers at New-Ark, free of commission.

Lexington, Sept. 15, 1836 55-1f

Matchless Sanative

DANIEL BRADFORD.

TAKES pleasure in announcing to the afflicted, that he has at length received a consignment of this invaluable Medicine, which can be had at his Office, No. 28, Main-Street.

Price \$2.50 per bottle.

Nov. 20.



Gazette.

LEXINGTON, KY. THURSDAY, JANUARY 17, 1839.

NO. 3.—VOL. 54.

For the Kentucky Gazette.

MAYSVILLE, Jan. 7th, 1839.

Dear Sir:—I am quite delighted with your new birth, my "brother of the pile;" he is of the true Parnassian breed. I greet him with the poetic embrace. I have engraven his name on the head of my pile, as a type of remembrance that he is with me. Tell him to go a-head. D'ORVAL, he and I, will combine a dauntless trio—the poetic "Alliance!"—we will raise a battery, defensive only; we will sing our songs as it pleases best ourselves, and allow others to do the same; but we will scorn the cavillings of some "puny whisperer" that unqualifiedly would seat themselves in the chair of criticism. We will tell them what was told them before, if they had sense enough to keep it in remembrance.

"Let those teach others who themselves excel, And censure freely that have written well."

I am, respectfully yours, DRUMMOND.

KENTUCKY.

The wilderness—a waste untilled, Where fell in many a bloody field, Brave hearts in death could only yield—

KENTUCKY.

Fierce, barbarous warfare, treachery vile— The scalping knife and burning pile—

In murderous triumph stain'd thy soil,

KENTUCKY.

The red man's race afar exiled, To savage homes yet waste and wild; Then blooming sweet a garden smil'd—

KENTUCKY.

At proud Invasion's hoist of thrall, Responsive to her country's call, Rush'd on death to save or fall,

KENTUCKY.

And aye! be on thy soil imprest Thy fame—the garden of the West—

In fearless freedom ever blest—

KENTUCKY.

MISCELLANY.

From the Rochester Gem.

THE CHANCES OF FORTUNE.

A PLAIN STATEMENT OF FACTS.

Some sixty five or seventy years ago, a vessel from Boston arrived at one of the wharves in London. Among the hands on board was one by the name of Tudor, a steady, respectable, and well-looking young man who acted in the capacity of both cooper and sailor. Very early one morning, and before any other hand than Tudor had come upon deck, a young, beautiful, well-dressed female, came tripping down the street to the vessel and inquired of Tudor for the Captain. She was told that he had not yet arose, but she insisted upon seeing him without delay, and with Tudor's permission, proceeded, unaccompanied, to his berth, and arousing him addressed him with, "Good morning, Captain; I have called to see if you will marry me."

"Marry you?" replied the astonished Captain, believing her to be a suspicious character, "leave my vessel instantly, if you know what is your interest."

She then went to the mate's berth, and asked him if he would marry her, and receiving an answer similar to the Captain's, she went upon deck, where Tudor was engaged in some business, and put the same question to him.

"With all my heart," answered Tudor, in a half serious, half jocular manner.

"Then come along with me." Tudor left his work and followed her with motives which he afterwards declared he could never satisfactorily account for, even to himself. By the time they had reached the principle streets of the city, many of the shops had been opened. The lady entered a barber's shop, followed by Tudor, beckoned him to be seated, and ordered the knight of the razor to take off his beard and hair, both of which operations he unquestionably stood in need of. She foisted the bill, and they left the shop, but soon entered a hat store. She requested that the best lot of beavers in the store might be placed on the counter, and then told Tudor to select such a one as suited him. He soon did this, and the price was paid by the lady. Tudor threw aside his old tarpauling and left the store, with his companion, in a beaver hat that would not have

CONGRESSIONAL.

IN SENATE.

TUESDAY, December 27, 1838.

The Chair presented the following report from the Secretary of the Treasury, in compliance with a resolution of the Senate, in relation to deposits in the United States Bank of Pennsylvania; and the sale and payment of its deposits.

TREASURY DEPARTMENT.

December 24, 1838.

SIR: I have the honor to submit this report in compliance with a resolution of the Senate on the 19th instant, a copy of which is annexed.

The resolution calls for information concerning deposits in the United States bank of Pennsylvania; the sale of its third bond; the payment of its second one; and various other matters supposed to be connected with those subjects.

The transactions between the Treasury and the United States Bank of Pennsylvania, which seem to be the general object of these enquiries, have been as follows:

1st. The sale to that institution of the stock held by the Government in the Bank of the U. States in pursuance of a law passed for that purpose, an account of which has been long since laid before Congress.

2d. The receipt of payment from the United States Bank of Pennsylvania for two of its bonds about the time they became due and which were given for that stock.

3d. Collection made by the Bank for the U. States, in part payment of their demand against the old Bank of Columbia, from which the Bank of the United States had taken security for its' self and for the United States many years ago, and to the performance of which trust the United States Bank of Pennsylvania had succeeded.

4th. The payment by the latter Bank to the United States of the sum of \$300,000 in money and \$59,000 in Treasury notes, in behalf of and at the instance of the Bank of Kentucky, in discharge for so much of its indebtedness to the U. S.

5th. The sale to the United States Bank of Pennsylvania of the third bond due from it to the United States in execution of the act of the last session authorizing it.

With these exceptions, there have not been dealing of any description between this Department and the United States Bank of Pennsylvania from its establishment to the present day. No collecting or disbursing officer has ever been directed by this Department to make any deposit in said Bank, nor has any money been placed by the said Bank to the credit of the Treasury of the United States or of this Department, or, to my knowledge, of any of its officers, except the avail of the transactions specifically referred to above and, on the details of which, so far as they relate to the present subject, full information is given in the correspondence and tabular statements annexed.

The sale of the third bond of the United States Bank of Pennsylvania to that institution, concerning which a more special inquiry is made in the resolution, was effected under the following circumstances. Before the passage of the law authorizing it, an application was made to the Department by the Bank to anticipate the payment of a portion of the debt due from it to the United States upon certain terms proposed by its agent. This application failed of effect, because the Bank was dissatisfied with the conditions as to the kind of currency to be paid, which were prescribed by the department. The correspondence upon that subject is considered to be embraced within the call of the Senate, and is hereunto annexed. Apprehending that the resources of the Treasury would not in the then deranged state of the business and currency of the country, with certain imperfections that existed in the law as to Treasury notes, be sufficient to satisfy the appropriation made by Congress, the President, some months before the adjournment of the last session, specially invited the attention of both Houses to the necessity of further provision for the exigencies of the public service.

An act was afterwards passed, authorizing an issue of new Treasury notes instead of the old ones paid in during the year. It became obvious, that this measure would not of itself be sufficient under the large appropriation contemplated, a bill was also reported allowing the sale of the 3d and 4th bonds held by the Government against the Bank. The bill, as reported and finally passed, contained a restriction limiting the sale to "the par value of the bond sold at the time of sale, calculated according to the rules for estimating the par value of securities that have not reached maturity," and it conferred on the Department no authority to enter into any guarantee by the United States of the ultimate payment of the bonds. Apprehensive that it would be difficult, if not impossible, to effect a sale of the bond of either of them upon these terms, the Department, whilst the bill was pending, opened a correspondence to ascertain whether the same could probably be accomplished, if the bill became a law. This correspondence is annexed. The replies strengthened the apprehension before entertained by the Department, and the result was communicated to the chairman of the financial committee of the two Houses before the final action of Congress upon the bill.

But the bill afterwards became a law without any alteration in the terms or any guarantee to be given, on the part of the United States. The appropriations actually made, having proved to be unusually great, and the expenditures anticipated during the two next ensuing months being much larger in amount than the immediate means which the Department would expect to derive in money from other sources within those months, I at once addressed letters to bankers of the United States at London, and to our minister at Paris, requesting that measures might be taken, without delay, to obtain offers for those bonds, if possible, from capitalists in Europe. To these, answers were received in due season, stating that from the short time the bonds had to run, the absence of the guaranty of the United States for their eventual payment and other causes, no sale could probably be effected of them either in London or Paris within the limits fixed by law. In the meantime, however, finding that the demands for the public service during the month of June, had exceeded four and a half millions, and expecting as the fact turned out to be, that they would equal about seven millions in July and August and finding, also, that the available balance in the Treasury, applicable to general purposes, and subject to draft, fell below \$1,000,000, and that payments were making, at times in new

Treasury notes, which could not be rendered at all available, I considered it necessary to effect a sale of at least one of the bonds at an earlier day than advices could be received, and any proceeds realized from Europe. Particular inquiry was, therefore, instituted in the city of N. York, and elsewhere, concerning the probability of selling soon one or more of the bonds, also a public advertisement was issued, proposals generally for their purchase.

The result was, that from the abundance of State stock in the market, at very reduced prices, the lower rate at which other securities of the Bank were selling, and the want of a guarantee by the United States, the sale was found, with the exception hereinafter stated, to be wholly impracticable in this country, and was expected to be so abroad, under the conditions prescribed in the act. Indeed no bids were at any time made for either of the bonds, in conformity to those conditions, except that of Charles Macalister, esqr. of Philadelphia, who offered to purchase both of them within the terms of the law. In answer to some other particular inquiries on this point, I would observe, that the purchase money for the bond which was sold, "was placed to the credit of the Treasurer on the books of the Bank," the 1st day of August, 1838.

1st. The receipt of payment from the United States Bank of Pennsylvania for two of its bonds about the time they became due and which were given for that stock.

2d. Collection made by the Bank for the U. States, in part payment of their demand against the old Bank of Columbia, from which the Bank of the United States had taken security for its' self and for the United States many years ago, and to the performance of which trust the United States Bank of Pennsylvania had succeeded.

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Consequently their aggregate balances have changed slowly in amount. But the funds due from the United States Bank, and allowed to remain there till wanted, being frequently needed at points where the money held by the collectors and receivers were small; have been drawn for more rapidly than those in most other banks. Indeed, on the 17th instant they had been drawn for to an amount equal to the whole of third bond sold, and all of the second bond afterwards paid, except \$1,282,317, leaving still subject to draft only that balance, and the amount of \$300,000 which is assumed to pay to the United States for the Bank of Kentucky.

Information is also desired in the resolution concerning "all the branches or agencies of the said Bank of the United States, on which the Treasury Department has drawn drafts, the amount of public money directed to be placed at each, and of the drafts severally drawn on them, and the rates of exchange between Philadelphia, and each of the places to which sums were ordered to be transferred."

All the drafts drawn on any funds in the United States Bank have been drawn on the Bank itself. But in case where the disbursement was to be made near the points heretofore mentioned, as arranged for partial payments, the drafts have, by the memorandum attached to them, been made payable at those points by the persons or local banks, previously designated for that purpose to the Treasury by the United States Bank. A schedule is annexed of the points or places of payments; the amount of money agreed to be paid at each of those points; the persons, agents, or banks indicated at each, and the amount of drafts already drawn on each.

It will be seen that at several of them the whole sum has been drawn for, and the residue will probably be needed in a few weeks.

The inquiry as to "the rates of exchange between Philadelphia and each of the places to which sums were ordered to be transferred," cannot be otherwise answered than by saying that no such transfers have been ordered; but the rate between that city and some of the places of payment agreed on, and detailed in the schedule, can be given so far as they appear in the different prices current received at this office. No particular date being specified in the resolution, and the exchange having varied greatly between the first of August and the present period, I can only add, that from the sale of the bond till recently the rates are believed to have been nominally high, on account of the deranged condition of the currency and the continued suspension of specie payments by most of the banks in the West and Southwest. But at the same time, specie or its equivalent was, at that period, quoted in many of those places at a large per cent, higher than the local currency; so that the difference in exchange between them and Philadelphia, in specie or its equivalent, or in Treasury notes, for United States Bank notes, is believed not in reality to have been large, and that all these were often at a higher premium, varying from one and a half to two per cent, than even bills of exchange on Philadelphia. Thus, as an illustration, at Nashville, on the 20th of July, exchange on the east is quoted at eight and a half to nine, specie at nine to eleven, Treasury notes at ten, and United States Bank notes at nine to ten, or from one half to one and a half per cent, higher than exchange. So on the 12th of September, at Natchez, exchange on Philadelphia and New York is quoted at fifteen to sixteen per cent, and United States Bank notes at seventeen to eighteen, and specie at eighteen, making specie or Treasury notes or United States Bank notes there from

States, was placed to the credit of the Treasurer. I state that \$800,000 more on the 15th day of August, and \$800,000 more on the 15th September, 1838. As to the "nature of the" whole agreement on that subject, I reply that it will be found in the correspondence annexed.

The substance of it was that about one third of the amount of the bond should be paid in the middle of August, one third in the middle of September, and the other third in the middle of October, as these periods and amounts of payments were deemed likely to promote the convenience of the Treasury, if not of both parties, better than to pay the whole large sum of near two and a half millions at once at the close of the month of September. It was further stipulated that interest should cease on each of the installments thus paid, on the day they were placed to the credit of the Treasurer, and made subject to his draft. As the money was wanted at different points to meet the public expenditures near there, the drafts of the Treasurer on the Bank, payable at those several points, were engaged to be met there with promptitude, and in specie or its equivalent.

In answer to the inquiry as to "the aggregate balance standing weekly to the credit of the Treasurer in the Bank of the United States, its branches or agencies, whether subject to draft or not, as well as the weekly aggregate balance in the Treasury, from the time the first deposit was made in the said Bank of money arising from the payment or sale of its bonds up to the present period," a statement is annexed, which gives the particulars requested.

It may be proper to add, in connection with these balances, that between the suspension of specie payment in August, 1838, the receipts of duties, except after May last, at New York and east of it, were not in any considerable degree in money, and hence were not often to be drawn for or deposited anywhere. Besides what was in the United States Bank and the Mint, the money in the Treasury from April to September, which was subject to draft, and available for general purposes, is believed to have been sometimes less than \$200,000, and seldom to have equalled a million.

Deprived as the Department was of most of its general depositories since the spring of 1837, and without any specific, well guarded system instead of them, having been provided by law, the drafts of Treasurer, when any money was collected, as it has been largely since the more general resumption of specie payment in August, were therefore, directed to be drawn first on these collectors and receivers who had no bank of general deposit, and resided near the place of disbursement.

In this way most of the funds in the hands of collectors and receivers have been drawn for earliest, or the amounts in their hands kept low by deposits in appropriate banks, while in general, little has been drawn from any banks, except what was from time to time to supply the deficiency.

Enquiry is next made as to the "particulars of any understanding or agreement, that the proceeds of the same should be left in deposit with the said Bank, until wanted in the ordinary disbursements of the Government."

Those particulars, as shown in the letters annexed, were, that the Bank should, without expense or cost to the United States, hold this money in special deposit to the credit of the Treasurer, till the same was wanted for the public service, and should then pay his various drafts, as presented, without any charge to the Treasury.

The Department being deprived of its usual depositories, and the sum very large, these stipulations were readily assented to. To avoid the payment of the bond that was to fall due on the 1st of October, being made in new Treasury notes, not reissuable, nor available, in any way to discharge appropriations, and which event was apprehended by the Department, the written agreement was made with the Bank, which will be found among the documents, stipulating, among other things, for the payment of that bond on drafts to the public creditors, and in specie or its equivalent. This though it failed to the sale of the other bonds, was a part of the same negotiation.

It was very clear at the time, and has been confirmed by subsequent events, that the payment by the Bank of its bond in such Treasury notes, and a failure to make that arrangement the only practicable one for the sale of the third bond, would render either a special call of Congress or a suspension of payment of some of the demands upon the Treasury inevitable. The Department did not feel at liberty to hesitate in deciding between an exposure of the public service to either of these extremes, by insisting upon having the whole of these large sums of money paid at one time, and placed elsewhere in other suitable depositories, if any could be found in the present imperfect state of the law, or a consent to leave them, in the hands of the public debtor until they were actually wanted, and then to draw for them, in specie or its equivalent, when and where the public service required. Especially could the Department not hesitate, when this course was not injurious to that service, and it was unable at the time to withdraw those funds, except by the debtor's voluntary consent.

With regard to the other inquiry under this head, as to "what understanding or arrangement, if any, has taken place respecting the benefit which might occur to the Bank in the transfer of the Government," I would remark that no such understanding or agreement existed on the side of this Department, in respect to the third bond, when the sale was effected.

But soon after this was done, being apprised that the bank entertained an impression, derived from some communications between it and the War Department, and perhaps from the correspondence in April last, before referred to, that the money would chiefly be required for military purposes, in sums of about a half a million monthly, at certain points convenient to the War Department, as had been suggested in communications with others, and that an expectation existed with the Bank that the money would mostly be called for at those points, I entered into an arrangement to meet this expectation. Such a course appeared to be required by a proper regard to equitable considerations, and while operating, it is supposed, in some respects beneficially to the Bank, was at the same time not prejudicial to the Treasury; but, in connection with the arrangement made as to the earlier times and convenient places of paying the second bond, proved highly conducive to promptitude and efficiency in the public service.

In relation to another inquiry concerning "the Treasury, applicable to general purposes, and subject to draft, fell below \$1,000,000, and that payments were making, at times in new

two to three per cent, more valuable than exchange on N. York or Philadelphia.

In conclusion, the resolution asks for "the amount so far as it can be conveniently ascertained, that has been drawn from the Bank of the United States, its branches or agencies, or in notes of said Bank, for paying Indian annuities or other claims of the Indians on the Government, or for defraying the expenses attending the removal of the Indians, and in general, the nature of the arrangements, (if any) made for the more distant public disbursements in the notes of the Bank, together with all the correspondence, agreements, and instructions, given or entered into, connected with any or all the heads of inquiry above stated."

The Department generally has no means of information in its power as to the kind of money which is actually paid by the banks on any of the Treasurer's drafts. But the original agreements in this case having been that the payments should be specie or its equivalent, and the public creditors and public officer knowing that they were entitled to these, it is to be presumed that they have generally, if not always, been made in this manner.

No arrangements have been formed by this Department, nor any instructions given by it, as to any different kind of payments. All the drafts placed on the Bank have been duly honored, so far as the information of this Department extends, except in one case at Mobile, where the agent of the Bank did not, in the first instance, offer the kinds of currency demanded; but it was afterwards paid satisfactorily and without prejudice to the public service.

With regard to the call, under this head, for all the correspondence, agreements, and instructions given or entered into by the Department, and connected with any or all the heads of inquiry above stated, copies of all supposed to be on the subject are annexed.

The closing paragraph of this part of the resolution further requests to be informed by the Secretary of the Treasury, "of the nature of the arrangements made with him by those banks, in which, according to his report of the 3d inst. portions of the public money have been placed to the credit of the Treasurer on special depositories; the kind of money in which the said special depositories were made; whether the same were entered on the books of the Bank; whether the identical moneys deposited, have continued to be held by the banks, whether the drafts of the Treasury Department that have been drawn on these depositories, have been paid in the specific moneys deposited; and whether the balances remaining are part and parcel of the very monies originally deposited."

The arrangements made with the banks, that hold special depositories, or depositories to the special credit of the Treasurer, have been regarded as temporary in their nature or character, and have in most cases therefore been informal. It having been expected that Congress would, at an early day, adopt some general system, that could be carried into practical effect on the subject of keeping the public money; and comparatively few collections having been made, except in Treasury notes and Treasury drafts, since the suspension of specie payments, till within the last three months, the Department has deemed it most respectful to Congress, to abstain from adopting any uniform and permanent arrangement on the subject of depositories in banks, not selected under the general depository act, but to use them for the present at least, only as necessity should require.

The depository act of June, 1836, not having been repealed, it is still the duty of the Department to place all of the public moneys in general depositories in banks, if suitable ones can be found which are in a condition to comply with the requirements of that act, and are willing to take them. But as stated in the annual report, a sufficient number of them to satisfy the requirements of that branch of the public service could not be found. No public moneys can be by the existing laws be deposited with collectors or receivers, except such as have been collected by themselves. In the absence therefore, of a sufficient number of banks under the general depository act, and without a provision by law for the depository of the public moneys elsewhere, though anxiously desired by the Department, it has been obliged to employ other banks under its general powers, exercised since 1789, when not otherwise expressly provided by Congress. These have been used to keep such moneys as accumulated in the hands of the collectors and receivers, beyond what was deemed safe under their present securities and liabilities, and also such as were paid into the Treasury from other sources.

In cases of depositories in bank, made specially, the money has, in some instances, been placed in specie, in boxes, fastened up, and not to be withdrawn by the receiver or others, without the draft of the Treasurer on him, payable at the bank where the specie depository was made. In other cases, it has been placed in specie, or bills of specie paying banks, to the credit of the Treasurer, sometimes as "in special depositories," and sometimes as "in deposit to his special credit," and allowing the bank to have entire charge of it afterwards.

But in all these latter cases, as explained in the recent annual report on the finances, it is understood that the money is to be kept ready for payment at any moment, but is not required to be set apart, or specially secured in a box, chest or bag. It may be paid out by the officers of the bank, on the draft of the Treasurer, without his presence or that of the depositor; and access must, of course, be constantly had to it by those officers.

No other course of depository of our current funds is practicable in fiscal operations without incurring an expense which the Department, without express legislation, did not feel warranted in incurring, for the temporary objects contemplated during the last few months.

In answer to the further specific questions in the concluding clause of the resolution, it may be added that, in some of these cases, the kind of money deposited is stated by the receiver or collector, in his return, and in some it is reported by the banks. But it is always supposed to be in the legal currency.

It is presumed that, in some cases, the drafts are paid out of the identical money deposited, but in a few only that the precise money deposited is retained till then, and the balance remaining is paid out.

Should Congress adjourn without making any new provision as to the keeping of the public money, and should much of it accumulate at sev-

eral points before it is disturbed, the Department would feel bound, under its supervisory duty of seeing that this money be kept safely as possible, to adopt some uniform rule on the subject of depositories, whether special or general, in banks not able to be selected under the act of 1836.

It would feel obliged, also, to introduce some general system for its faithful custody till paid out, provided a sufficiency of banks, at suitable places, could not be obtained, in conformity to the act. But it would deeply regret the necessity of being left to the exercise of powers so wide and general, powers so likely to be misused, misunderstood, and misrepresented, and ardently hopes, as often stated on former occasions, to be relieved from the responsibility, as well as necessity, of doing it

KENTUCKY GAZETTE.

LEXINGTON:
THURSDAY, JANUARY 17, 1839.

In matters of taste or delicacy, we pretend not to oppose our own conceptions to the opinions of our fair correspondent CORNELIA; but we are apprehensive the lady has formed her judgment from information derived, not from her own observation, but on the information of others. Swift's story of the three black crows, which originated in a gentleman's having discharged from his stomach matter as black as a crow, has a good moral, and descriptions of persons and things, by passing through several hands, often become so distorted, as to be entirely unlike the original.

The time of the Legislature of Kentucky, appears to be almost wholly engaged on the subject of creating Banks. There appears to be a general wish that the Southern Bank of Kentucky should be incorporated; but to judge from the debates, it would seem doubtful whether or not the measure may not be defeated by the jealousy of its friends, each wanting the location of the Bank in his own county.

The Rail Road Bank excites intense interest. Both branches of the Legislature were addressed last week by Col. Memminger, the commissioner from South Carolina, with great effect, conclusively proving the immense advantages to Kentucky, not only of the road, but of the bank, in regulating the currency between the South and West. Yet with the advantages so strongly displayed by Col. M., still it is feared that local jealousies may defeat this all important measure.

A continuation of the list of the acts passed and approved, is unavoidably postponed until our next.

Congress has matured nothing of importance. The ever restless Adams and Wise, continue to harass the House of Representatives—the first by the incessant presentation of abolition petitions, and the latter by his never-ending speeches. He has introduced a resolution for the appointment of a committee to enquire whether Mr. Secretary Woodbury ought not to be impeached.

On the 7th January, "Mr. Adams presented a memorial which caused some excitement in the House, praying for several objects, and among them for the abolition of that article in the Declaration of Independence, which said 'that all men were born free and equal'; and also for the appointment by the Speaker of the House of a Committee on Color, who shall examine the pedigree of each member of the House for the purpose of reporting to the House whether the member has any African blood in him, and if not a pure and unadulterated Anglo-Saxon, that he shall not be allowed a seat in the House. The petition also prayed that certain parts of the Constitution be burnt by the common hangman.

Mr. Dromgoole said that the memorial was evidently intended to ridicule the House, and therefore moved "that the petition be not received." Mr. Adams demanded the yeas and nays, which were ordered, and the petition was rejected, 24 ayes, to 117 noes.

Mr. Adams presented as many as fifty petitions, praying for almost as many objects. He was upon the floor more than an hour."

Since Mr. Adams has lost his own self-respect, he has lost the respect of all good citizens—yet this is the man who was forced upon the United States as her president.

The Concert announced for to-morrow evening, it is said by competent judges, will exceed in interest any thing of the kind heretofore witnessed in Lexington.

The Grand Oratorio, on Friday evening last, at St. Peter's Church, was such as was anticipated—both vocal and instrumental of the first order, and to a crowded assemblage of ladies and gentlemen. We hope the proceeds will relieve the pecuniary embarrassments of the society.

The Royal William Steam-ship has arrived at New York, bringing Liverpool dates to the 15th December. The most important intelligence by this arrival, is a further advance in the price of cotton. We could make some interesting extracts, but the want of room prevents it to-day.

Messrs. Cunningham & Scott, of Bourbon Co., lost 23 Beef Cattle in crossing the Ohio river last week, by being washed under the ice by the current.

CLEOPATRA.—\$1000.00

Aware that the inconstant perceptions of those from whom emanated a redundancy of applause to the statue of the heathen Queen Cleopatra, should elicit no comment, none should have been obtruded, but to complain that by its exhibition, *in authority* permitted an insult to portion of the community, who claim the protection of the City laws, specifically and implied; and further that it was an outrage, perpetrated in the "Athens of the West," where her reputed superiority of sentiment and wit, than at other places, strangers would anticipate a better state of things. Thus, though surrounded by sentinels and safeguards, was Female Virtue assailed; but retiring within the recesses of her Temple, she espied from a crevice of her retreat one citizen, though no boasted civilian, covered with the formidable *Aegis*, and infused with a spirit of wisdom and foresight, who forbade the obnoxious exhibitor's stay.

CORNELIA.

GOV. RITNER AND NICK BIDDLE.—After the State Treasurer of Pennsylvania had protested the Governor's warrant for the payment of the military, ordered to the seat of Government to sway in opposition to the known and expressed will of the people, his Extraordinary Excellency issued a check upon the Great Mammoth at Philadelphia, for the same object, which was cashed at the Harrisburgh Bank and forwarded to Mr. Biddle, who it seems also protested it, leaving his Excellency Gov. Ritner, in what might very properly be called the lurch. It

seems Nicholas is becoming tired of furnishing all the means both for electioneering and carrying on a civil war, seeing that his prospect of success in having it refunded again is so exceedingly dull. He is now becoming practically acquainted with the operations of his system of fraud and corruption in attempting to destroy the purity of the elective franchise in the great Key-stone of the arch.—*Canton (O.) Democrat.*

LATE FROM ENGLAND.

The packet ship Mediator, Captain Champlin, has arrived from London, whence she sailed on the 25th November. The George Washington, Captain Holdredge, from Liverpool, has also arrived, having sailed on the same day. They bring papers to the day of sailing.

GREAT BRITAIN.

Lord Durham had not arrived in England on the 24th November. Some of the papers say that he has resolved to change his plan of coming to England by way of New York, and is to sail directly from Quebec, by information received from the government of the United States, of an extensive organization for the invasion of the provinces.

Certain of the attaches of Lord Durham, who have returned, have alarmed the public by talking as if the province would be lost to the mother country, the moment Lord Durham should depart for England.

The London Courier announces, "upon good authority," that the Earl Spencer will come out as governor general of Canada. The authority of the Courier, however, is questioned by some of the other papers.

The next number of the Westminster Review is to contain a long article in vindication of Lord Durham.

Mr. Wakefield has published a letter, denying the statement of Mr. Roeboeck and Mr. Lafontaine, that he was employed by Lord Durham, to negotiate with Mr. Papineau. He says that he came to Canada strongly impressed with the opinion that the Canadians had just cause for dissatisfaction; that he was anxious to form a correct judgment in the matter, and seized every opportunity of conversing freely with the *soi-disant* liberal party, especially with Messrs. Morin and Lafontaine; that in these conversations he became satisfied of the improper course pursued by those gentlemen and other Canadian leaders, and so stated to them with all sincerity; that he then became desirous of conversing frankly also with Mr. Papineau, hoping that he might be induced to exert his powerful influence in diverting the other leaders of his countrymen from a course that could only produce greater calamities, and therefore proceeded to Saratoga with a letter of introduction to Mr. Simpson, but did not see him, Mr. Papineau being absent at the time.

In New Orleans, Dec. 21st, Dr. SAMUEL P. RUSSEL, of Natchitoches, La., son of the late Col. Wm. Russell, of this country. He has left a widow and several children to mourn an irreparable loss.

A CARD.

We, the undersigned, desirous of seeing established in this City, a FEMALE SCHOOL of a high order, take the liberty to state that we are satisfied that MRS. FALES is duly competent and every way qualified for such an establishment. We have perused various letters and testimonies from the East, which prove beyond a doubt that she was there not only an experienced and approved Teacher of YOUNG LADIES, but also, that her parentage and family connexions are of the highest respectability; and that she has ever moved in the highest circle of society. In short, we are satisfied, that Parents in Lexington and its vicinity, cannot do better by their daughters, than to entrust their education with MRS. FALES—and most cheerfully and confidently commend her to their patronage and favor.

B. B. Smith, B. W. Dud'ley,
W. H. Richardson, Robert Wickliffe,
G. Robinson, R. Davidson,
Jas. Fishback, Jas. E. Davis,
H. L. Bodley, T. B. Pinckard,
Wm. M. Brand, S. M. Noel,
E. W. Craig, E. MacCallister.

Lexington, January 10, 1839.

ELECTION OF CITY OFFICERS.

THE Mayor and Council of the City of Lexington, will meet at their Council Chamber, on Thursday the 24th January, 1839, for the purpose of electing

A Clerk;
A City Attorney;
A City Marshal;
An Assessor and Assistant Assessor;

A City Printer;
A City Collector;
A City Treasurer;
A City Surveyor;
A Captain of the Night Watch, and three subordinate Night Watchmen;

A Clerk and two Weighers of the market;

An Inspector of Weights and Measures;

A Keeper of the Grave Yard.

Attest: JAMES P. MEGOWAN, Clerk City.

Jan. 17, 1839 2-td.

LICENSES.

APPLICATIONS for Licences of all kinds, must be made to the Board at their regular meeting, on the 7th day of February, 1839.

Attest: JAMES P. MEGOWAN, Clerk City.

Jan. 17, 1839, 2-td.

TO RENT.

40 ACRES of good corn ground for rent, on the Georgetown road, one mile and a half from Lexington.

SALLY GRAVFS.

Jan. 17, 1839, 2-td.

TINNING! TINNING!

James Burch & J. C. Noble,

Have entered into a Co-partnership in the above business, and taken the stand lately occupied by E. S. Noble, dec'd, on HUNT'S ROW.

House gutters, Stove-pipe and Stoves,

Of all kinds, are kept constantly on hand, or made to order, and a Large and General assortment of TIN-WARE will always be kept on hand for Retail.

They can insure their work to be done in the best style, as they have procured the services of a First Rate Eastern workman, and one of the firm (Mr. Burch) will superintend the business of the establishment. They invite their friends and the public to give them a call.

Lexington, Jan. 8, 1839.

WALKER HAWKINS,

Lex. Jan 17 1839 3 st paid.

Fayette County, Set.

TAKEN up by Mrs Sarah Bosworth, living on the rail road, near Lexington, a *Red Roan Horse*, about 4 years old, about 15 hands 3 inches high, a small white spot behind each ear, black mane and tail, shod all round; appraised to \$80, by William Wilson and Thos. Moore, before me this 14th January, 1839.

DAN. BRADFORD, J. P. F. C.

January 17, 1839 3-3t.

Fayette County, Set.

TAKEN up by Alfred W. Stanhope, a *sorrel Horse*, with some white in his face, and saddle marks on his back, supposed to be eight years old, shod all round; appraised to thirty-five dollars, by Elias Wattz and John Young, this 29th day of August 1838, before me a Justice of the peace for Fayette County, given under my hand the day and date first above written.

WM. STANHOPE, J. P. F. C.

J. C. RODES, Clerk.

By WALLER RODES, D. C.

Lexington, January 17, 1839.

Venetian Blinds and Mattresses.

In addition to my CABINET FURNITURE, I am now prepared to fill all orders for VENETIAN BLINDS AND MATTRESSES. Persons wanting articles of this kind will do well to call before they buy elsewhere.

HORACE E. DIMICK,

January 3, 1838 1-1f

No. 15, Hunt's Row.

LAND FOR SALE.

WILL sell a small tract of VALUABLE LAND, six miles from Lexington, on the waters of Shannondon river, Fayette county, near the Versailles Turnpike Road. The tract contains about 75 ACRES, about 20 acres of which are fine for Hemp. There is an excellent spring and plenty of good stock water, and a good Dwelling House. Those wishing to purchase, would do well to call and examine the Land. Terms moderate. Enquire of Mr. James O'Meara, Lexington, or to the subscriber 6 miles from Lexington, on the Versailles road.

P. DORSEY

Jan. 10, 1839 2-3t

17 October 3 times.

RANAWAY

FROM the mouth of the Wabash, on the 22d October, a negro man named LAWSON, about 22 years of age, about 5 feet 8 inches high, weighs about 150 lbs., remarkably well made; black; has a small foot and ankle; no marks recollectable, except those on his back, is cunning and artful. He was purchased of the estate of John Bruce, Esq. of Lexington, and when last heard from was on his way to Lexington. A liberal reward will be given for his apprehension and delivery to the Sheriff in Lexington.

A. WICKLIFFE.

Nov. 15, 1838 4-1f

17 October 3 times.

CABINET WARE-ROOM.

THE subscriber respectfully informs his customers, and the public generally, that he continues the CABINET MAKING BUSINESS of his old stand on Main-street, immediately opposite the lot on which the Masonic Hall formerly stood, and a few doors below Logan's corner.

where all articles in the way of FURNITURE can be had on as good terms as they can be elsewhere procured in the city. He invites all those wishing to purchase articles in his line, to call at his Ware-Room and examine for themselves, as it is determined to sell bare.

Having provided himself with a FURNITURE WAGON, all articles bought of him will be delivered any where in the city, free of charge.

JOSEPH MILFORD.

N. B. I am prepared with a HEARSE, and will attend to Funeral calls either in the city or country.

Lexington, Sept. 5, 1838 3-1f

GREEN-HILL BOARDING SCHOOL.

THIS Institution having been permanently established in a high and healthy situation, 2 miles South of Lexington, will be continued the ensuing year, (1839.)

The 5th annual term will commence the 1st Monday in January. The term will be divided into two Sessions of 5 months each, allowing a recess of 3 weeks of the close of the first session.

The course of instruction embraces all the branches of a thorough and polite education. Much care and exertion are made to inculcate Opinions, Feelings, and Manners, founded in Magnanimity, Right Reason and Christian Morality; it being quite as important to develop and educate the Moral as the intellectual faculties. The Students are required to read and study the Scriptures a part of each Lord's day, and when the weather is favorable, attend Church in Lexington.

The price per scholar, for the ensuing term, will be \$150, paid in advance; if not paid in advance \$175 will invariably be charged, one-half of which will be due at the end of each session. Music on the Piano, Use of the Piano, Drawing, and Painting, and Books and Stationery, to be extra charges. The charge for Music will be \$25, Use of Piano \$3, and Drawing and Painting \$12 per session. Books and Stationery will be charged at Lexington retail prices.

No student will be received for a less time than the whole term, unless by special arrangement with the Principal, and any one entering the school as a student, without previous arrangement, will be considered a scholar for the whole term, and must pay accordingly. No deduction will be made for absence or loss of time, except in case of long continued illness.

Application may be made at the Store of B. W. & H. B. TODD, Lexington, or at the School.

IIUGII B. TODD, Principal.

Nov 22, 1838 4-2m

N. Y. Spirit of the Times & Turf Register.

PUBLISHED weekly at 157 Broadway, N. York, at \$5 per annum. Payable in advance. W. T. PORTER, Editor.

J. W. TRUMBULL,

Agent for Lexington, Fayette Co.

Sept. 15, 1836 55-1f

BEER.

LEXINGTON BREWERY,

West Main-Street, opposite Jefferson-Street.

THE Proprietor of the Lexington Brewery begs leave

to inform his old customers, and the lovers of MALT LIQUOR, in general, that his Brewery is now in a full state of operation, and that every exertion in his power will be used to support the high reputation he has acquired for the manufacture of

